

No. 14/13/87-6Lab./214. In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947) Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar in respect of the dispute between the workman and the management of District Forest Officer, Panchkula vs, Bahadur Singh.

BEFORE SHRI B.R. VOHRA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HISAR

Reference No. 853 of 90

Date of receipt .. 4.12.90

Date of decision .. 19.7.94

SHRI BAHADUR SINGH, SON OF SURJA RAM, VILLAGE DHANI BHANKRA, P.O. SUMPA, TEHSIL BHIWANI, DISTRICT BHIWANI .. Applicant

versus

1. DISTRICT FOREST OFFICER, RESEARCH RANGE, PANCHKULA.

2. RANGE FOREST OFFICER, RESEARCH RANGE, HISAR. .. Respondent-management

Present :

Shri Darshan Singh, for the workman.

Shri Sita Ram, ADA, for management.

#### AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (for short, 'the Act'), the Governor of Haryana referred the following dispute between Bahadur Singh and the above mentioned management for adjudication of this Court,—vide Labour Department letter No.Hsr/44141-47, dated the 28th April, 1990:—

Whether termination of services of Bahadur Singh is justified and in order ? If not, to what relief is he entitled ?

2. According to the workman, he was appointed as Mali-cum-Chowkidar by the management in 1981 and despite the fact that he had been rendering his services satisfactorily, he was removed from service on 25th June, 1988, without giving him any notice and without paying him any retrenchment compensation, as required under Section 25-F of the Act. It was also stated by him that after termination of his services, fresh persons were appointed and that juniors to him were also retained in service. He, therefore, claimed that management has committed violation of not only Section 25-F, but section 25-G and 25-H of the Act as well. He, therefore, prayed for reinstatement with full back wages and other consequential benefits.

3. The management, in its written statement, pleaded that the workman was appointed on daily wages, subject to availability of seasonal work and it was stated that as and when work had ceased to be available, the services of the workman were dispensed with. In para 6 of the written statement, the management has given complete details of service rendered by the workman at different periods from January, 1981 to June, 1988. According to the management, the I.D. Act was not applicable to the daily rated staff engaged by the Forest Department and that there was no necessity of giving any notice at the time of terminating the services of the daily rated workman.

4. On the pleadings of the parties, the following issues were framed on 22nd April, 1991 by my learned predecessor:—

(1) As per terms of reference.

(2) Whether the respondent is not industry and the petitioner is not workman?

(3) Relief.

5. The parties led evidence in support of their rival claims. I have heard Shri Darshan Singh, A. R. of the workman and Shri Sita Ram, ADA on behalf of the management and have gone through the case file. My issue wise findings are as under:-

**Issue No 1 :**

6. Bahadur Singh, workman appeared as WW-1 and stated that he was appointed in January, 1981 as Beldar and that he was removed from service on 25th June, 1988. He claimed that he made complaint against various authorities against his termination and copies of these complaints were adduced in evidence as Ex.W-1 to Ex. W-3. He also placed on file copy of experience certificate as Ex.W-4. He claimed that no notice was given to him nor any compensation was paid to him at the time of termination of his services. He admitted in his cross-examination that he was appointed daily wage basis and that after termination of his services, he did not made any application to the management for re-employment.

7. The management on the other hand, examined Partap Singh, Range Forest Officer as MW-1 and he deposed that initially the workman worked satisfactorily, but subsequently, his work was not upto the mark and he was also not regular and as such, his services were terminated. Subsequently, the workman had been running a shop and on that account, he did not turn up for re-employment. He also adduced in evidence copy of jamabandi showing ownership of some agricultural land by the workman.

8. A perusal of the details of working days given in para 6 of the written statement would show that the workman had been working for short intervals and than absenting from duties and it would be seen that the workman had not been in continuance and interrupted service for any actual period of one year and the case of the workman, therefore, does not fall under clause (1) of section 25-B of the Act. For deciding whether the case of the workman falls under clause (2) of section 25-B of the Act, it has to be seen whether the workman had actually worked for 240 days during the preceding twelve calendar months with effect from 25th June, 1988, the date of termination and so examined, it would be seen from the table given in para 6 of the written statement that he had actually worked for 123 days only during the preceding twelve months prior to 25th June, 1988. The case of the workman, therefore, also does not fall under clause (2) of section 25-B of the Act, as well.

9. Shri Darshan Singh, AR of the workman vehemently argued that as admitted by Partap Singh, MW-1, the workman has rendered 237 days service during the period from June, 1986 to May, 1987 and as such, the workman would be deemed to have completed 240 days service after adding weekly rests and the case of the workman would fall under clause (2) of section 25-B of the Act. This argument of the A.R. of the workman is fallacious and has to be rejected, because this period from June, 1986 to May, 1987 does not fall within twelve calendar months preceding the date of termination and this period had to be reckoned under clause (1) of Section 25-B and not under clause (2) thereof. For a case to fall within clause (1) of section 25-B of the Act, one has to actually render continuous and interrupted service for one year though the said period includes authorised leave, etc., as detailed therein. In the case of workman, it would be seen that he remained absent during September, 1986 and then again from December, 1986 to February, 1987 and as such, his case does not fall under clause (1) of section 25-B of the Act, as well.

10. In the light of above discussion, I hold that, as there was no violation of any provisions of the Act, the workman having not fallen either within clause (1) or clause (2) of section 25-B of the Act, the removal from service of Bahadur Singh can not be said to be illegal and the workman is not entitled to any relief. The issue is decided accordingly in favour of the management.

**Issue No. 2:**

11. No arguments were addressed on this issue by the A.R. of the management and this issue was conceded to by him during arguments. This issue is, therefore, decided against the management.

**Issue No. 3-Relief:**

12. In view of my findings on the above issues, the termination of services of the petitioner is held as just and proper and he is not entitled to any relief in this case. The reference is answered accordingly, with no order as to costs.

**B. R. VOHRA,**

The 19th July, 1994.

Presiding Officer,  
Industrial Tribunal-cum-  
Labour Court, Hisar.

Endst. No. 1800, dated the 25th July, 1994.

A copy, with spare copy, is forwarded, to the Commissioner and Secretary to Government, Haryana, Labour and Employment Department, Chandigarh for necessary action.

**B. R. VOHRA,**

Presiding Officer,  
Industrial Tribunal-cum-  
Labour Court, Hisar.